



OVERWATCH[®]
COLLEGIATE

HOMECOMING

2023

Overwatch Collegiate Homecoming: Fall 2023

2023 OFFICIAL RULES
Version 1.0.0

1 Introduction.

- 1.1 Blizzard Entertainment, Inc. and its affiliates (collectively, “**Blizzard**”) have created the *Overwatch*® Collegiate Homecoming: Fall 2023 tournament (the “**Tournament**”) to serve as a collegiate *Overwatch* tournament for *Overwatch* players (“**Players**”) and teams (“**Teams**”).
- 1.2 These *Overwatch*® Collegiate Homecoming: Fall 2023 Official Rules (these “**Official Rules**”) form a contract between all Teams and Players (together, the “**Participants**”), on the one hand, and Blizzard and its affiliates who are engaged in operating the Tournament (together, the “**Administration**”), on the other hand. These Official Rules establish the general rules of tournament play, including rules governing player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to these Official Rules before participating in the Tournament.
- 1.3 THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 12 AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.
- 1.4 If a provision of these Official Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.
- 1.5 **Acceptance.** Each Participant must agree to these Official Rules to participate in the Tournament. Participants may accept these Official Rules by any one of the following methods:
- Registering to participate in the Tournament;
 - Registering a Team on the applicable Tournament platform as directed by the Administration, e.g., Start.gg;
 - Signing a Tournament Participation Form either in print or digitally; or
 - Participating in any Match that is part of the Tournament.
- 1.6 **Changes to and Enforcement of these Rules.** The field of esports competitions is still relatively new and changing rapidly, and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Blizzard (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Blizzard’s authority, responsibility, obligations and consent rights as expressed herein will be exercised in Blizzard’s sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Tournament in which the changed rules will apply. Participation in a subsequent Tournament Match will constitute acceptance of the changed rules.
- 1.7 **Additional Authority.** The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests of the *Overwatch*® video game franchise (the “**Franchise**”), any person or entity who is associated with Franchise or Administration to provide products or services for the Tournament, any authorized person or entity to create and/or publish

media for any reason at any time during the Tournament, and any person who is present at an event related to the Tournament. All decisions made by Administration are final.

2 Players.

2.1 **Eligibility.** To be able to compete as a “Player” in the Tournament, a Player must:

- 2.1.1 be in good standing with respect to any Battle.Net accounts registered in such Participant’s name, with no undisclosed violations of the Blizzard End User License Agreement;
- 2.1.2 be over the age of thirteen (13) prior to the date of the first day of competition in the region;
- 2.1.3 if, prior to the date of the first day of competition in your Eligible Jurisdiction, you are under the age of majority in your country of citizenship, you must have written permission from a parent or guardian;
- 2.1.4 Be a legal resident, or a legal temporary resident, of the United States or Canada (each, an “**Eligible Jurisdiction**”);
- 2.1.5 Be currently enrolled in an Eligible Institution during the period in which the Tournament is held as a student with at least half- time status. An “**Eligible Institution**” is an institution of higher education that: a) grants associate, baccalaureate, master’s or doctorate degrees; and (b) is either is located in the United States and is accredited by an accreditor that is recognized by the Secretary of the U.S Department of Education, or is located in Canada.
- 2.1.6 Not be on academic probation at your currently enrolled Eligible Institution during any point of the competition;
- 2.1.7 not be a director, officer, or employee of Blizzard, relative of a Blizzard employee, or any entity which controls, is controlled by, or is under common control with Blizzard unless Blizzard has been notified of and has expressly authorized such relationship in writing;
- 2.1.8 not be on the roster of more than one Team at the same time;
- 2.1.9 agree to be bound by these Official Rules and the decisions of the Administration; and
- 2.1.10 such Participant’s participation in the Tournament must be compliant with all laws of the Eligible Jurisdiction in which such Participant is a resident, as well as the Eligible Jurisdiction in which such Participant is competing, including, if necessary, the acquisition of any necessary visa or other governmental authorization required for such Participant’s participation in the Tournament.

2.2 **General Eligibility.**

- 2.2.1 Players may only participate in the Tournament so long as their participation does not violate applicable local laws and/or the federal, state and local laws of the United States, including any such laws applicable to jurisdictions outside the United States. Players are responsible for ensuring that their participation in the Tournament is compliant with all laws of the jurisdiction(s) in which they are a resident, and Players must take all steps necessary to ensure such compliance. Notwithstanding anything to the contrary contained herein, the Administration shall have the right in its sole and absolute discretion to determine the eligibility of any and all Participants. Players acknowledge and

agree that your eligibility status as determined by the Administration may change at any time and such determination shall be final.

- 2.2.2 To verify eligibility to participate in the Tournament, each Player must complete an entry form provided by the Administration. Each Player must complete all required portions of the entry form to be eligible for participation in the Tournament. Every Player may, upon request by Blizzard or the Administration, be required to provide proof of at least half-time enrollment in an Eligible Institution; failure to provide such proof as requested will disqualify such Player's Team from receiving any Tournament prizing. In the event of a dispute as to the identity of a Player, entries will be declared made by the authorized account holder of the Game account submitted at time of entry. The Administration reserves the right to verify a Player's information, or any other facet of a Participant's entry if further investigation is deemed necessary.

2.3 **Player Names.**

- 2.3.1 Players must use an acceptable Player name in Tournament competition. Players may use Battle Tags or handles during Tournament competition. If a Player does not use his or her legal name, the Administration reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. The Administration reserves the right to revoke the eligibility of any Player whose Battletag is offensive, toxic, incorporates any Blizzard or third-party intellectual property, or is deemed to be inappropriate or unacceptable by the Administration, to be determined in the sole discretion of the Administration.
- 2.3.2 Player names may not include a sponsor name.
- 2.3.3 Player names may not contain a personal or political message.
- 2.3.4 Player names may not include a product name or description.
- 2.3.5 Player names may not include any words that are purely commercial.
- 2.3.6 Player names shall not include celebrity names or monikers (except when used by celebrity Players themselves).
- 2.3.7 Players shall not use names of Overwatch League players or teams.
- 2.3.8 Player names may not impersonate the Administration.
- 2.3.9 Player names must comply with these Official Rules.
- 2.3.10 The Administration has the right to request a Player name change for any reason, not restricted to the above.

- 2.4 **Player Streaming.** Players will be allowed to stream their Matches during the Tournament from their perspective. Players and other persons may not join a Match as a spectator without explicit written consent from both Teams. In the event of a dispute, it is the Player or spectator's responsibility to document all consent given by both Teams in the streamed Match. The Administration may revoke the right to stream Tournament Matches at any time for any reason at the Administration's sole discretion.

2.5 **Player Rules.**

- 2.5.1 Players must compete on their own “primary” Blizzard account and cannot use any other alternate account owned by such Player, or a Blizzard account owned by another individual.
- 2.5.2 Players must use a Blizzard account registered in their legal name.
- 2.5.3 Players must use an account registered in their legal name on the Tournament website.
- 2.6 Player Information. The following is a list of required information for Players. This will need to be provided for every roster submission and change.
 - 2.6.1 **The Player’s full name;**
 - 2.6.2 **Player Game Account** – Example: Krusher99#9999 (This is case sensitive). If a Player makes a change to their BattleTag, the change must be done prior to the Roster lock.
 - 2.6.3 **Player School** – Players must provide the name of the Eligible Institution they are enrolled in.
 - 2.6.4 **Other.** Blizzard or the Administration may request additional Player information, including (but not limited to) Player photos, game statistics, and more.

3 Teams.

- 3.1 **Tournament Teams.** Players will compete in the Tournament in “**Teams**”. A Team’s “**Roster**” will consist of five (5) Players and up to five (5) optional alternate Players (each, an “**Alternate**”) attending the same Eligible Institution as the Team’s Players. Additionally, one Player on each Team will be designated as the “**Team Captain**”.
- 3.2 **Roster Locks.** Once registration has concluded and the first Matches of the Tournament have been assigned, each Team’s Roster must have five (5) starting Players. Teams will have an opportunity to make Roster adjustments for the first four (4) rounds of the Swiss Stage by adding additional Alternates to their Roster up to the limits described in [Section 3.1](#). After the matchups for the fifth Swiss Stage round have been assigned, each Team’s Roster will lock and no further changes to any Team’s Roster will be permitted for remainder of the Tournament without the express written consent of the Administration.
- 3.3 **Team Captain.** Each Team is required to designate a single Player to act as that Team’s Team Captain. The Team Captain will act as the Team’s primary contact for all Roster changes, rule disputes, and other communication between Teams and the Administration. The Team Captain will remain a Player and may participate in Matches on behalf of the Team. This role may be transferred to any other Player or Alternate.
- 3.4 **Player Substitutions.** Teams can substitute Players between maps. No substitutions may be made between stages of maps.
- 3.5 **Team Name.** All Team names must be approved by the Administration in its sole discretion. Team names may be denied at any time that may not reflect the standards of Blizzard. Team names cannot include any sponsor unless approved by Blizzard. Effected Teams will be required to submit and play under another approved name.

4 Prizing.

- 4.1 **Participation Rewards.** Players competing in the Tournament will receive an in-game player icon and spray (once available in game) if they meet the following requirements:

- Compete in a Tournament Match without forfeiting; and
- Have linked their Blizzard Account to Start.gg and have fully registered to their Team.

4.2 **Tournament Prizing.** Prizes will be awarded to Players based on final Team ranking. Prizes will be paid in US dollars. The prizes below will be paid out to Teams, split evenly between all registered Players on the Team roster, in accordance with such Team’s results at the end of each Tournament:

Final Placement	Prize per Team
1 st Place	\$25,000 USD
2 nd Place	\$12,000 USD
3 rd Place	\$8,000 USD
4 th Place	\$4,000 USD
5th - 8th Place	\$2,000 USD

5 **Sponsorships.** Teams and Players are not permitted to compete in the Tournament with sponsors affiliated with any of the following:

- Any person or entity that offers products or services that Administration determines are detrimental to the business of Blizzard (including without limitation the Franchise, Overwatch League, Overwatch Contenders, Overwatch Collegiate, Overwatch Open Division or the Tournament) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers;
- Games or other products or services from entities that compete directly with Blizzard;
- Account selling, sharing, or trading websites;
- Alcoholic beverages, including liquor, beer, wine, cider, and other malt beverages;
- Drugs (whether legal or illegal) and any products used to consume drugs;
- Tobacco and vaping products;
- Cannabis and any products used to consume cannabis;
- Pornography, sexual or adult oriented products or services;
- Gambling (whether legal or illegal), including casinos;
- Firearms / weapons, or related products or services;
- Political candidates or ballot initiatives;
- Cryptocurrencies and Cryptocurrency exchanges; or
- Illegal goods and services.

6 Structure and Schedule.

6.1 **Tournament Period.** The Tournament is scheduled to take place from September 9, 2023 through October 22, 2023.

6.2 **Platform.** Tournament Matches may be played on PC, Xbox Series X|S, Xbox One, Nintendo Switch, PlayStation 4, or PlayStation 5. Players will be required to have a Battle.net account to connect to online services and compete. At later tournament stages, players may be required to play on PC and using Administration issued tournament accounts.

6.3 **Hosting.** All Matches held during each Tournament (each, a “**Match**”) should be played using the competitive setting following the hosting format displayed on the Match page. The Team that is not hosting will pick which side to play on. The hosting Team is responsible for ensuring all settings are correct prior to launching the map. Hosting incorrect settings may result in a forfeit of that map.

6.4 **Format:** Matches in the Tournament will be held across three (3) stages: the “**Swiss Stage**”, the “**Single Elimination Stage**”, and the “**Double Elimination Playoff Stage**”.

6.4.1 **Swiss Stage.** Each Team will compete in ten (10) Matches against other Teams in the Swiss Stage. Match pairings will be conducted per Swiss format rules, pursuant to which Teams will be matched against similarly performing Teams. Each Match in the Swiss Stage will consist of a number of maps played until the first Team to win three (3) maps will win the Match. Upon the conclusion of the tenth round of Matches in the Swiss Stage, the thirty-two (32) highest positioned Teams from the Swiss Stage will advance to the Single Elimination Stage.

6.4.1.1 Swiss Stage Ties.

- **Tiebreaker A.** Tiebreaker “A” is the highest priority and will be decided by which Team has beaten the strongest opponents based on match win percentage. In the event that two or more Teams are tied with the same amount of Match wins at the end of the Swiss Stage, the Team with the stronger opponents will be seeded higher. A Team’s opponents’ strength is calculated by averaging the Match win percentage of such Team’s opponents during the Swiss Stage (such Team’s “**A Score**”).
- **[Tiebreaker B. In the event that any scores from Tiebreaker A are also tied, the Team which has match opponents with stronger total “A scores” will be seeded higher. This is calculated by considering both the Tiebreaker team’s opponents and averaging those opponents cumulative “A Scores” (“B score”).**
- **Tiebreaker C.** If both “A” and “B” methods result in a tie, the Team with the round 10 opponent which finished the Swiss Stage with the strongest placement will be seeded higher.

6.4.2 **Single Elimination Stage.** Thirty-two (32) Teams advancing from the Swiss Stage will compete in the Single Elimination Stage. Teams will be seeded into the Single Elimination bracket based on their Swiss Stage Performance. Each Match in the Single Elimination Stage will be determined by the first Team to win three (3) maps. After two rounds of Single Elimination Matches, the top eight (8) Teams will be invited to advance to the Double Elimination Stage.

- 6.4.3 **Double Elimination Stage.** Eight (8) Teams will be invited to the Double Elimination Stage and seeded based on Single Elimination Stage performance. Each Match in the Double Elimination Stage Winners rounds 1,2, Winners Finals and Double Elimination Stage Losers rounds 1, 2, 3, and Losers Finals will be determined by the first Team to win three (3) maps. The Grand Finals Match will be determined by the first Team to win four (4) maps. The Grand Finals Match does not include a double elimination bracket reset.
- 6.3 **Maps.**
- 6.3.1 **Game Mode Maps.** Game modes, map pool, map rotation and map selection guidelines will be communicated by the Administration prior to the start of the Tournament on the Tournament website.
- 6.3.2 **Swiss Stage First Map Selection.** The starting map for each round will be communicated by Administration prior to the start of each Tournament. The Team at the top of the match page on the Tournament website will host the tournament lobby on an Overwatch custom game server within the Tournament's Eligible Jurisdiction as further described in [Section 7.12.3](#). The other Team will pick side.
- 6.3.3 **Single Elimination Stage First Map Selection.** The higher-seeded Team will select the first map for each Match. The Team that selects the first map will host the tournament lobby on an Overwatch custom game server within the Tournament's Eligible Jurisdiction as further described in [Section 7.12.3](#). The other Team will pick side.
- 6.3.4 **Double Elimination Stage First Map Selection.** The starting map for each Match will be selected by the Team with more upper bracket Match wins, if both Teams have an equal amount of upper bracket Match wins, the higher seeded Team will select the first map for each Match. The Team that selects the first map will host the tournament lobby on an Overwatch custom game server within the Tournament's Eligible Jurisdiction as further described in [Section 7.12.3](#). The other Team will pick side.
- 6.3.5 **Subsequent Map Selection:** The losing Team from each map will pick the subsequent map and select the game server used within the Tournament's Eligible Jurisdiction as further described in [Section 7.12.3](#). The winning Team from each map will pick which side they play of the subsequent map.
- 6.3.6 **No Repeat Maps.** Maps will only be played once per Match.
- 6.3.7 **Available Map Pool.** Refer to the tournament page or contact the Administration for full details.
- 6.3.8 **Draws.** If any individual map ends in a draw, the competing Teams will move onto the next map without playing any tiebreaker.
- 6.4 **Results.** All results and disputes must be sent to the Administration immediately after the scheduled Match time.
- 6.5 **Disputes.** Alert the Administration before start-of-play for all roster and game settings disputes. Contacting the Administration after a Match has already been agreed upon and played by both Teams may result in staying as the Match of record, regardless of correct or incorrect game settings, at the Administration's sole discretion. Proof of results are required in case of a dispute. Screenshots and/or recorded video may be used as evidence in case of disputes.

6.6 **Hero Pool.** All heroes that are enabled in Overwatch Competitive Play are allowed for the duration of each Tournament.

6.7 **Hero and Map Bans.** In an extreme case of a bug existing within the current patch of Overwatch, the tournament administrator may enforce a hero or map ban for any duration of time.

7 Rules and Settings.

7.1 **Rule Enforcement.** All rules are subject to the Administration's interpretation in all respects, and the Administration shall have final say on any rulings. These Official Rules may be amended, updated, or modified by the Administration at any time.

7.2 **Match Day Check-in.** Teams will be required to check-in before each match day. Refer to your region's tournament page or contact the Administration for full details.

7.3 **No Shows.** Teams have ten (10) minutes after the scheduled Match time to be checked in on the tournament page and match page, in-lobby, and ready to play. If a competing Team has been contacted and is unresponsive after ten (10) minutes, the opposing Team may mark such Team as a no-show. If a Team is in contact with the opposing Team and actively working to become ready (or is in touch with the Administration), such Team shall not be considered a no-show.

7.4 **No-Show Disqualification.** Teams that no-show three (3) or more Matches in the Swiss Stage of the Tournament will be disqualified and will not be seeded for the following rounds unless the Team receives explicit approval from Administration.

7.5 **Rescheduling Matches.** Teams may reschedule Swiss Stage Matches 1, 3, 5, 7, and 9 from the time that they are assigned through the tournament page to the default start time on the following match day. Teams may not reschedule Matches in the Single Elimination Stage or the Double Elimination Stage unless given prior approval by the Administration. Teams may only reschedule Matches with the written permission of their opponent Team. A reschedule agreement is only valid if explicit dates and times (including time zones) are addressed in rescheduling messages. Teams may not reschedule any matches selected to be featured on official broadcasts. The Administration may revoke the right to reschedule Tournament Matches at any time for any reason at the Administration's sole discretion.

7.6 **Time Limit.** Both Teams must report the Match results within ten (10) minutes of its completion. Failure to report Match results on time or respond to any messages that a Player receives from the Administration may result in their Team receiving a loss for the Match.

7.7 **Match Reporting.** Team Captains must report the results of the Match on their Match page.

7.8 **Concessions.** Teams may request that they be allowed to concede victory of a game or Match. Teams may request that their opponent not receive a forfeit penalty. An Administration official must be contacted with these requests via Tournament live support.

7.9 **Dispute Evidence.** In the event of a dispute, please provide video / screenshot proof to Tournament live support. If a Player is not able to access live support, a Match Scores Dispute ticket should be created. The URL for the image(s) and/or video(s) must be attached to a dispute ticket. The issue must be clearly stated as well as the time in the video in which the issue occurred, and/or what the Administration official should be looking for in the picture/video.

7.10 **Scheduling Changes.** The Administration may, at its sole discretion, reorder the schedule of Matches within a given day and/or change the date of a Match to a different date or otherwise

modify the schedule of Matches. The Administration will notify all affected Teams of any Match schedule changes.

7.11 **Patch.** All Matches will be played on the most up-to-date live server Overwatch patch. The Administration may request that Teams who qualify for the Double Elimination stage play on a private tournament realm with accounts provided by the Administration.

7.12 **Game Creation and Settings.**

7.12.1 **Team Responsibilities**

- Map selection, server host, and side selection rules are listed above in “Available Map Pool.”
- Team Captains will be responsible for inviting the remaining Players on their Team.

7.12.2 **Custom Match Settings**

- Presets: **Competitive**
- Modes, All: **Kill Cam Disabled**
- **“Invite Only”** must be selected within the Custom Game Lobby.

7.12.3 **Server Host**

- The first map of all Matches will be played on the in-game “USA - Central” server. On subsequent maps, the losing Team of the previous map in the Match may select either the in-game “USA – Central” or “USA – West” server.
- Any given Match can be played on another server if both Teams mutually agree to do so.

7.13 **In-Game Rules**

7.13.1 **Pauses**

- Gameplay pauses during a Match are only permissible in extreme circumstances, such as a technical or network issue or failure to field a full five (5) Player Roster.
- Teams may not start or continue a Match or map without a full five (5) Player Roster. If a Team has no remaining pause time and cannot begin a map with five (5) Players, such Team will lose that Match by default.
- Teams who initiate a pause must immediately contact the Administration to explain the reason for the pause.
- Teams are allowed a maximum of fifteen (15) minutes of pause time (“**Pause Time**”) in a maximum of three (3) “**Pauses**” (each no longer than five (5) minutes) during a Match. Once a Team’s Pause Time has elapsed, the Match will resume.
- Teams must wait until the conclusion of any ongoing Team fight before initiating a Pause.
- If a pausing Team does not resume play of a Match before the (5) five minutes allotted for a Pause is depleted, they will immediately use their next Pause and add an additional five (5) minutes to the current pause timer.

7.13.2 **Game Restart.** In case of a server crash or other unforeseen circumstances, Teams must immediately notify the Administration, and as a result, the Administration may assess a game restart in its sole discretion, which will be communicated to each Team Captain. Examples may include, but are not limited to:

- Incorrect game settings; or
- Server crash.

8 Spectators.

8.1 **Spectators.** Unless both competing Teams agree in writing before a Match to allow spectators in the match lobby, spectators are not permitted during a Match.

8.2 **Administration Spectating.** Representatives of the Administration are permitted to join and spectate any Match at any time.

8.3 **Spectator Streaming.** Spectators may stream Tournament Matches if they comply with the following requirements:

- No sponsors or streaming organizations are permitted unless given explicit permission by the Administration.
- Neither the spectator nor the operator of any website where the stream may be viewed can force a viewer to pay a “fee” to be able to view the stream in question. Viewers must be able to view the Tournament stream for free.
- Tournament content must be limited to non-commercial purposes and must not be shown on linear TV without express and explicit permission from the Administration.
- The Administration reserves the right to change or terminate this process completely or in part without notice or liability to any streamer or spectator.

9 Player Conduct.

9.1 Behavior.

9.1.1 All Participants must at all times observe the highest standards of personal integrity and good sportsmanship and act in a manner consistent with the best interests of the Franchise and the Tournament, in each case as determined by Administration. Participants must behave in a sportsmanlike manner in their interactions with other competitors, members of the Administration, the media, sponsors and fans.

9.1.2 Participants shall not use obscene or offensive gestures or profanity in their tags, player handles, game chat, live play communications, lobby chat, shoulder content, interviews, or other public-facing communications of any kind. This rule applies to English and all other languages and includes abbreviations and/or obscure references.

9.1.3 Participants are expected to settle their differences in a respectful manner and without resort to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including competitors, fans, referees and officials.

9.1.4 The obligation to behave in a sportsmanlike manner includes an obligation on the part of Participants to arrive on time and ready to compete for all Matches in their Tournament

schedule. Such obligation also prohibits forfeiting a game or Match without reasonable cause.

- 9.1.5 The Tournament is a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for the Franchise. Participants in each Tournament should be focused on bringing the world together through epic entertainment, celebrating the Franchise, players, and fans, and building diverse and inclusive communities. Participants must refrain from disruptive or divisive behavior, commentary, or other forms of expression during Any Tournament event (including without limitation any Match) or on any official channels (e.g., Match broadcasts, shows, and official Tournament-branded websites and social media channels). Throughout the period on Match day that a Participants and Team representatives are visible to Tournament live and camera audience(s), Participant shall not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

9.2 **Cheating and Game Integrity.**

- 9.2.1 Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participant will not be tolerated. All Participants are prohibited from influencing or manipulating any game match (whether a Tournament match or otherwise) with the intent that any aspect of the Match is determined by anything other than the competitive merits. Examples of cheating or behavior impacting game integrity are not exhaustive, and include without limitation:

- Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game, match or tournament (or any components thereof);
- Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
- Allowing an individual who is not the registered owner of a Player account to play on that Player account in a game and/or playing in a game while logged in to a Player account registered to someone else;
- Bot use, spot timing (e.g., not throwing the game, just timing a shot so bettors win), wintrading, drophacking, queue sniping and soft play on the ladder, ghosting or stream sniping (i.e., a game spectator illegally provides, or such Player individually obtains, information about an opponent's positions and/or movements), inducing another Participant to lose a match, and receiving leaked scrim footage and/or confidential or proprietary information of another Team;
- Misuse or hacking of game servers;
- Use of unauthorized or restricted items;
- Violent, threatening or harassing behavior in any Franchise or Tournament setting;
- Any other actions or conduct that threatens to undermine the integrity of the Tournament.

- 9.2.2 Participants must at all times comply with the Blizzard End User License Agreement,

whether during a Tournament Match or otherwise. Participants are prohibited from violating the End User License Agreement for personal or reputational gain, monetary gain, or for any other reason. Participants are not permitted to access the accounts of other individuals in order to artificially raise their competitive rank, or any other actions that violate the above software license agreement. Violations of this Section 9.2, whether during the course of the Tournament or prior to such Participant's entrance into the Tournament may result in discipline to be determined in the discretion of Administration.

9.2.3 The Administration reserves the right to disqualify all members of a Team from the Tournament if a member of such Team is determined by the Administration to have cheated.

9.3 **Illegal and/or Detrimental Conduct.**

9.3.1 Participants must comply with all applicable laws at all times.

9.3.2 A Participant shall not engage in any activity or practice which (i) brings Participant into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from Participant's public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Blizzard, Administration, or any of their respective representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise, or any other product or service of Blizzard. For the avoidance of doubt, Participant's affiliation with individuals, entities or brands that are detrimental to the image or reputation of Blizzard, Administration, or any of their respective representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise or any other product or service of Blizzard, as determined by Administration, will be deemed as a violation of this provision and these Official Rules. A non-exhaustive list of such types of misconduct are as follows:

- Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
- Sexual assault and other types of sexual offenses;
- Illegal possession or distribution of a weapon;
- Possession, use or distribution of performance-enhancing substances;
- Conduct that poses a danger to the safety of another person;
- Animal cruelty;
- Theft and other property crimes; and
- Crimes involving dishonesty.

9.3.3 Participant acknowledges that Administration and the Teams may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations of law have taken place.

9.4 **Anti-Harassment.**

9.4.1 Administration is committed to providing a competitive environment that is free of

harassment and discrimination.

- 9.4.2 Participants are prohibited from engaging in any form of harassment or discrimination (either in-game or outside the game), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

9.5 **Gambling.**

- 9.5.1 Gambling on the outcome of Tournament Matches (including any components thereof) can pose a serious threat to the integrity of, and public confidence in the Tournament. Participants as well as employees of Administration or Blizzard are not allowed to (i) place, or attempt to place, bets on Tournament Matches, (ii) associate with high volume gamblers, or deliver information to others that might influence their bets, or (iii) offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with any Tournament Match, including services related to defeating or attempting to defeat a competing Team or services designed to throw, fix or otherwise influence the outcome of any Tournament, Match, or otherwise.
- 9.5.2 This rule also prohibits Participants from participating in anyone else's betting activities, asking anyone to place bets on Tournament Matches, or any components thereof, on a Participant's behalf, or encouraging anyone else to bet on the Tournament, Matches, or any components thereof.
- 9.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving the Franchise in which the Participant pays any form of entry fee in exchange for an opportunity to win a cash prize or other thing of value.

9.6 **Alcohol and Drugs.**

- 9.6.1 The use, possession, distribution or sale of illegal drugs is strictly prohibited. Participants are prohibited from being under the influence of any substance of abuse, including alcohol or marijuana, while the Participant is engaged in the Tournament or on premises that are owned by or leased to the Administration or a Team.
- 9.6.2 The unauthorized use, possession, distribution or sale of prescription drugs by a Participant is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and shall not be used to enhance performance in a Match.

9.7 **Non-Disparagement.**

- 9.7.1 Participants have the right to express their opinions in a sportsmanlike manner; provided, however, that Participants shall not make public statements that call into question the integrity or competence of match referees or Administration.
- 9.7.2 Participants shall not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Blizzard, the Administration, any of their respective representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise, or any other product or service of Blizzard. In addition, Participants shall not encourage members of the public to engage in any activities that

are prohibited by this Section 9.7.

9.7.3 This Section 9.7 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

9.8 **Software and Hardware.**

9.8.1 Any intentional use, or attempted use, by a Participant of any bugs or exploits in the Franchise is strictly prohibited.

9.8.2 Administration will determine, in its sole discretion, the bugs and exploits prohibited by this rule and whether a Participant has taken advantage of a bug or exploit in violation of this rule.

9.9 **Confidentiality.**

9.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning the Franchise, the Tournament, the Administration, Blizzard or its affiliates and sponsors.

9.9.2 This Section 9.9 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order

9.10 **Reporting.** Upon becoming aware of any conduct prohibited by this Section 9, Participants are required to immediately report the details to the Administration at contenderssupport@blizzard.com. Failure to comply with this requirement is an independent violation of these Official Rules.

9.11 **Investigation of and Right to Monitor Compliance.** To preserve the integrity of the Tournament, the Administration will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. Participants agree to cooperate with Administration in any such investigation. The failure by a Participant to cooperate with any internal or external investigation conducted by Administration or its designee relating to a violation of these Official Rules is itself a violation of these Official Rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.

9.12 **Subjection to Penalty.** Any violation of the Official Rules by any Participant, including acts or omissions by one or more Participants, will be subject to penalty. The nature and extent of penalties imposed will be determined by the Administration. All decisions of Administration regarding Official Rules violations or other issues regarding the Tournament are final.

9.13 **Penalties.** The following is a list of penalties which may be incurred for any violation of these Official Rules.

- Verbal Warning(s)
- Written Warning(s)
- Loss of Side Selection for Current or Future Game(s)
- Map Forfeiture(s)

- Match Forfeiture(s)
- Player or Team Suspension(s)
- Prize Forfeiture(s)
- Player or Team Disqualification(s)
- Ban for future Blizzard tournament events

10 Limitations of Liability and General Release.

- 10.1 As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Blizzard and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
- 10.2 IN NO EVENT WILL BLIZZARD OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE LEAGUE RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE ADMINISTRATION, BLIZZARD OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.3 To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.
- 10.4 Participants acknowledge and agree that Blizzard are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

11 Grant of Rights.

- 11.1 **Rights Grant.** By agreeing to these Official Rules and participating in the Tournament, each Participant hereby grants to Blizzard and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname, BattleTag (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Overwatch game or streams of any other Activision Blizzard, Inc. video game in which the

Participant participates (“**Participant Materials**”), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament, or the Franchise in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Blizzard; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Blizzard. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the “**Licensed Materials**”.

11.2 **Advertising and Commercial Materials.** The grant of rights and licenses in Section 11.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Blizzard (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Blizzard’s (or its sublicensees’): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Blizzard (or its sublicensees) for the Tournament, or Overwatch from time to time (the foregoing, the “**Advertising and Commercial Materials**”).

11.3 **Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

11.3.1 As between each Participant and Blizzard, each Participant is the sole owner of Participant Materials, except that Blizzard is the sole owner of all BattleTags (or replacement tags), avatars, game play data and statistics and any intellectual property of Blizzard included in streams of Overwatch or other Activision Blizzard video games.

11.3.2 As between each Participant and Blizzard, Blizzard will be the sole owner of all of the following (collectively, the “**Blizzard Materials**”):

11.3.3 Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);

11.3.4 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Blizzard and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

11.3.5 Suggestions, comments and other feedback that a Participant may provide to Blizzard relating in any way to (a) the Tournament, the Franchise, or the business of Blizzard, and (b) all improvements or enhancements to the Tournament, the Franchise, or the business

of Blizzard resulting from any such suggestions, comments and feedback;

11.3.6 Data and statistics relating to a Participant's play of Overwatch, and all feeds and data streams of such data and statistics; and

11.3.7 Intellectual property rights in each of the foregoing existing anywhere in the world.

11.4 **Works for Hire; Assignment.** If a Participant at any time creates, develops or invents any Blizzard Materials, the parties acknowledge and agree that all copyrightable Blizzard Materials, and all elements, portions and derivative works thereof, shall be created for Blizzard as "works made for hire" and that all copyrights in and to such Blizzard Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, Blizzard. If, however, by operation of law or otherwise, such Blizzard Materials or any element, portion and derivative works thereof are not deemed a "work made for hire" or for any reason do not automatically vest in Blizzard and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically accrue to Blizzard under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to Blizzard and/or its designee, in each case for no additional consideration, by way of present assignment of future copyright and other intellectual property rights, all worldwide rights, title and interest, including all copyright and other patent, trademark and other intellectual property rights worldwide, in and to all Blizzard Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of Blizzard or its designees, any and all such other actions reasonably deemed appropriate by Blizzard or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to Blizzard or its designee of any further instruments of assignment reasonably requested by Blizzard or its designee.

11.5 **Waivers.** By agreeing to these Official Rules, each Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under Applicable Law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in the Tournament or Blizzard events. Nothing in these Official Rules requires Blizzard to make use of any of the rights or licenses granted herein.

11.6 **Collection of Personal Data.** Blizzard will collect, store and use information collected in connection with the Tournament (including information collected at live events) in accordance with Blizzard's online privacy policy (the "**Blizzard Online Privacy Policy**") for the applicable region below. By accepting these Official Rules, each Participant also agrees to the terms of the Blizzard Online Privacy Policy.

- <http://us.blizzard.com/en-us/company/about/privacy.html>
- <http://us.blizzard.com/es-mx/company/about/>
- <http://us.blizzard.com/pt-br/company/about/>
- <http://eu.blizzard.com/en-gb/company/about/>
- <http://eu.blizzard.com/de-de/company/about/>
- <http://eu.blizzard.com/fr-fr/company/about/>
- <http://eu.blizzard.com/it-it/company/about/>
- <http://eu.blizzard.com/pl-pl/company/about/>
- <http://eu.blizzard.com/es-es/company/about/>
- <http://eu.blizzard.com/ru-ru/company/about/>

- <http://kr.blizzard.com/ko-kr/company/about/>
- <http://tw.blizzard.com/zh-tw/company/about/>
- <http://us.blizzard.com/en-sg/company/about/>
- <https://www.blizzardgames.cn/zh/legal-cn/privacy>

12 Resolution of Disputes.

12.1 **Disputes Regarding Official Rules.** Blizzard has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1 – 9 of these Official Rules (“**Rules Dispute**”).

12.2 **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Blizzard may have against a Participant or that a Participant might have against Blizzard, and any dispute, claim or controversy arising out of or relating to the Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Blizzard’s final, binding authority (whether under Section 12.1 or under separate written agreements entered into with Blizzard or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Blizzard (“**Arbitration Dispute**”) will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 12.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Blizzard from seeking and obtaining from any court of competent jurisdiction (without the need for Blizzard to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys’ fees, experts’ fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

12.3 **Class Action and PAGA Waivers.**

12.3.1 By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Blizzard and the Participant individually.

12.3.2 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Blizzard; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq.

("PAGA"), separately addressed in Section 14.3(c) below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Blizzard agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 12.3.1 and this Section 12.3.2 are referred to as the "**Class Action Waiver**".

- 12.3.3 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the Administration agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 12.3.3 are referred to as the "**PAGA Waiver**".
- 12.3.4 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.
- 12.3.5 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 12.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

12.4 **Governing Law.**

12.4.1 All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of New York, without regard to choice of law principles, provided that Blizzard will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Official Rules executed by the Participant.

12.4.2 Participants agree to be bound by these Official Rules and by the decisions of Blizzard with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

12.4.3 Blizzard will endeavor to provide official translations of these Official Rules. In the event of any conflict between the English version and any translation of these Official Rules, the English version will control.

12.5 **Changes to this Section.** Blizzard will provide 60 days' notice of any changes to this Section 12. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.